TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1905.

No. 359.

THE UNITED STATES, APPELLANT,

vs.

WILLIAM A. CLARK.

APPEAL FROM THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE NINTH CIRCUIT.

SUPPLEMENTAL VOLUME TO PLEADINGS (PAGES 1 TO 118, INCLUSIVE).

FILED JULY 26, 1905.

(19861.)

No. 1070

UNITED STATES CIRCUIT COURT OF APPEALS

FOR THE NINTH CIRCUIT.

TRANSCRIPT OF RECORD.

THE UNITED STATES OF AMERICA,
Appellant,

vs.

WILLIAM A. CLARK,
Appellee.

Supplemental Volume to Pleadings.

(See Foot-note at Page 12 of Volume of Pleadings.)

Upon Appeal from the United States Circuit Court for the District of Montana.

THE FILMER BROTHERS CO. PRINT, 420 SANSOME STREET, S. F.

And your orator further states that one William E. Lefley, of Fort Benton, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 100 of said office, and did subsequently on the fifth day of November, 1899, make and file final proofs, and on or about the fifth day of November, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The northeast quarter of the northeast quarter and the south half of the northeast quarter of section seventeen in township twenty-one north, range ten east; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said William E. Lefley, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said William E. Lefley and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said William E. Lefley that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said William E. Lefley did apply to purchase the said described land on speculation, and did not in good faith

purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; but that after such receipt was issued to the said William E. Lefley there is no record evidence that he conveyed said above-described land to either said Cobban or said defendant. But the patent of the United States for the same to said William E. Lefley was executed and delivered April 10th, 1899, and plaintiff avers that said defendant is the owner of the same in so far as an agreement for ownership can invest him with rights, under the circumstances.

And your orator further state that one Charles Cloutier, of Clearwater, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 66 of said office, and did subsequently on the first day of August, 1899, make and file final proofs, and on or about the first day of August, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The southwest quarter of the northeast quarter, the north half of the southeast quarter and the southeast quarter of the southeast quarter of section twelve, township fourteen north, range thirteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Charles

Cloutier, who entered said lands; but, on the contrary, that the same as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Charles Cloutier and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with him, the said Charles Cloutier, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Charles Cloutier did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Charles Cloutier he executed and delivered a deed to said Cobban of said lands, and that Cobban on September 16th, 1899, executed a deed conveying the same to said defendant, both of which conveyances were executed before the time when the United States executed and delivered its patent for said lands to the said Charles Cloutier which was on February 24th, 1900.

And your orator further states that one John Gillies of Clearwater, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 67 of said office, and did subsequently on the first day of August, 1899, make and file final proofs, and on or about the first day of August, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The south half of the northwest quarter, and the north half of the southwest quarter of section twelve in township fourteen north, range thirteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said John Gillies, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said John Gillies and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with him the said John Gillies, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said John Gillies did apply to purchase the said described land on speculation, and did not in good faith purchase the same to ap-

propriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued to the said John Gillies he executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed to said defendant for the same which bears date the 16th day of September, 1899, and has been recorded. But the patent of the United States for said lands to said John Gillies was not executed until February 2d, 1900.

And your orator further states that one Martha M. J. Doney, of Ovando, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 71 of said office, and did subsequently on the fourteenth day of August, 1899, make and file final proofs, and on or about the fourteenth day of August, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: The north half of the northeast quarter of section ten in township fifteen north, range twelve west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Martha M. J. Doney, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Martha M.

J. Doney and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with her, the said Martha M. J. Doney, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Martha M. J. Doney did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Martha M. J. Doney executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed to said defendant for the same which bears date the 16th day of September, 1899, and has been recorded. But the patent of the United States for said lands to said Martha M. J. Doney was not executed or delivered until April 12th, 1900.

And your orator further states that one Edward D. Doney, of Ovando, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement,

serial number 72, of said office, and did subsequently on the 14th day of August, 1899, make and file final proofs, and on or about the 14th day of August, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The southwest quarter of the northwest quarter, the west half of the southwest quarter, and the southeast quarter of the southwest quarter of section two, in township fifteen north, range twelve west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Edward D. Doney, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Edward D. Doney, and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Edward D. Doney, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Edward D. Doney did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land

from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Edward D. Doney executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed of the *said to* said defendant which bears date the 16th day of September, 1899, and has been recorded. But the patent of the United States for said lands to said Edward D. Doney, was not executed until February 2d, 1900.

And your orator further states that one Thomas Pelky, of Missoula, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 73 of said office, and did subsequently on the 15th day of August, 1899, make and file final proofs, and on or about the 15th day of August, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The southwest quarter of section ten, in township fourteen north, range thirteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Thomas Pelky, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Thomas Pelky and witnesses, were furnished and paid directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Thomas Pelky that such lands should be conveyed to him, said Cobban,

or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Thomas Pelky did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Thomas Pelky executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed of the same to said defendant which bears date the 16th day of September, 1899, and has been recorded. But the patent of the United States for said lands to said Thomas Pelky was not executed until February 2d, 1900.

And your orator further states that one B. Frank Chattin, of Missoula, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 74 of said office, and did subsequently on the 15th day of August, 1899, make and file final proofs, and on or about the 15th day of August, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The southeast quarter of

the northeast quarter, the east half of the southeast quarter, and the northwest quarter of section ten, in township fourteen north, range thirteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said B. Frank Chattin, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said B. Frank Chattin and witnesses, were furnished and paid, directly or through agents, by one R. M. Cobban, in pursurance of an agreement with B. Frank Chattin that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said B. Frank Chattin did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued *to the* said B. Frank Chattin executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed for the same

to said defendant which bears date the 16th day of September, 1899, and is recorded. But the patent of the United States for said lands to said B. Frank Chattin was not executed until February 2d, 1900.

And your orator further state that one Elijah W. Hoyt, of Ovando, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 85 of said office, and did subsequently on the 31st day of August, 1899, make and file final proofs, and on or about the 31st day of August, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The southwest quarter of section twenty-four, in township fifteen north, range twelve west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Elijah W. Hoyt, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Elijah W. Hoyt, and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with Elijah W. Hoyt, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in

that said Elijah W. Hoyt, did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Elijah W. Hoyt executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 16th day of September, 1899, and is recorded. But the patent of the United States for said lands to said Elijah W. Hoyt was not executed until February 2d, 1900.

And your orator further states that one Charlotte S. Hoyt, of Ovando, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 83 of said office, and did subsequently on the 31st day of August, 1899, make and file final proofs, and on or about the 31st day of August, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: The west half of the northwest quarter, and the southeast quarter of the northwest quarter of section twenty-four, township fifteen north, range twelve west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Charlotte S. Hoyt, who entered said lands; but, on the con-

trary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Charlotte S. Hoyt, and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Charlotte S. Hoyt, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Charlotte S. Hoyt did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Charlotte S. Hoyt executed and delivered a deed of the standing timbers upon said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 16th day of September, 1899, and is recorded. But the patent for said lands issued by the United States to said Charlotte S. Hoyt was not executed till after said conveyance from her to Cobban, and the subsequent conveyance from Cobban to defendant.

And your orator further states that one Albert F. Muchmore, of Ovando, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 81 of said office, and did subsequently on the 1st day of September, 1899, make and file final proofs, and on or about the 1st day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: Lots three and four, and the south half of the northwest quarter of section four, township fifteen north, range twelve west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Albert F. Muchmore, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Albert F. Muchmore and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Albert F. Muchmore, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Albert F. Muchmore did apply to purchase the said described land on speculation, and did not in good faith purchase the same to

appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Albert F. Muchmore executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 16th day of September, 1899, and is recorded. But the patent of the United States for said lands to said Albert F. Muchmore was not executed until February 2d, 1900.

And your orator further states that one Guy W. Muchmore, of Ovando, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 80 of said office, and did subsequently on the 1st day of September, 1899, make and file final proofs, and on or about the 1st day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The east half of the northwest quarter, and the east half of the southwest quarter of section ten, township fifteen north, range twelve west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Guy W. Muchmore, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal

expenses of said Guy W. Muchmore and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with Guy W. Muchmore that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Guy W. Muchmore did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Guy W. Muchmore executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 16th day of September, 1899, and is recorded. But the patent of the United States for said lands to said Guy W. Muchmore was not executed until February 2, 1900.

And your orator further states that one Oliver E. Muchmore, of Ovando, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement,

serial number 77 of said office, and did subsequently on the 1st day of September, 1899, make and file final proofs, and on or about the 1st day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The southeast quarter of section twelve, township fifteen north, range twelve west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Oliver E. Muchmore, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Oliver E. Muchmore and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Oliver E. Muchmore that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Oliver E. Muchmore did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another

person except himself; and that soon after such receipt was issued the said Oliver E. Muchmore executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 16th day of September, 1899, and is recorded. But the patent of the United States for said lands to the said Oliver E. Muchmore was not executed until February 2d, 1900.

And your orator further states that one Elizabeth A. Muchmore, of Ovando, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 82 of said office, and did subsequently on the 1st day of September, 1899, make and file final proofs, and on or about the 1st day of September, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: The northeast quarter of the southeast quarter, the east half of the northeast quarter, and the northwest quarter of the northeast quarter of section fourteen, township fifteen north, range twelve west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Elizabeth A. Muchmore, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Elizabeth *E.* Muchmore and witnesses, were furnished and paid directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Elizabeth A. Muchmore, that

such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Elizabeth A. Muchmore did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Elizabeth A. Muchmore executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 16th day of September, 1899, and is recorded. But the patent of the United States for said lands to said Elizabeth A. Muchmore was not executed until February 2d, 1900.

And your or ator further states that one Alfred Stewart, of Ovando, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 88 of said office, and did subsequently, on the 6th day of September, 1899, make and file final proofs, and on or about the 6th day of September, 1899, a receiver's receipt was issued in his name for the said hereto-

fore described lands, namely: The northeast quarter of section eighteen, township fifteen north, range twelve west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Alfred Stewart, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Alfred Stewart and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Alfred Stewart, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Alfred Stewart did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Alfred Stewart, executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the

13th day of November, 1899, and is recorded. But the patent of the United States for said lands to said Alfred Stewart was not executed until April 12th, 1900.

And your orator further states that one John B. Catlin, of Missoula, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 96 of said office, and did subsequently on the 14th day of September, 1899, make and file final proofs, and on or about the 14th day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: Lots four, five, six and seven of section six, township fifteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said John B. Catlin, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said John B. Catlin and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said John B. Catlin, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said John B. Catlin did apply to purchase the

said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said John B. Catlin executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date September 16th, 1899, and is recorded. But the patent of the United States for said lands to said John B. Catlin was not executed till February 2d, 1900.

And your orator further states that one Nels O. Opsata, of Ovando, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 89 of said office, and did subsequently on the 6th day of September, 1899, make and file final proofs, and on or about the 6th day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The southeast quarter of section two, township fifteen north, range thirteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Nels O. Opsata, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal

expenses of said Nels O. Opsata, and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Nels O. Opsata, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Nels O. Opsata did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Nels O. Opsata executed and delivered a deed for the standing timber upon said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date at a time previous to that of the execution of the patent of the United States for said lands to said Nels O. Opsata.

And your orator further states that one Belle Bryan Gillies (formerly Bryan), of Clearwater, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 93 of said of-

fice, and did subsequently on the 14th day of September, 1899, make and file final proofs, and on or about the 14th day of September, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: The west half of the southeast quarter, the southwest quarter of the northeast quarter, the southeast quarter of the southwest quarter of section six in township fifteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Belle Bryan Gillies, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Belle Bryan Gillies and witnesses, were furnished and paid, drectly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Belle Bryan Gillies, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Belle Bryan Gillies did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from

the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Belle Bryan Gillies executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 16th day of September, 1899, and is recorded. But the patent of the United States for said lands was not executed to said Belle Bryan Gillies until February 2d, 1900.

And your orator further states that one Leonard Barratt, of Missoula, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 97 of said office, and did subsequently on the 14th day of September, 1899, make and file final proofs, and on or about the 14th day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: Lots two and three, and the southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter of section six, township fifteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Leonard Barratt, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Leonard Barratt and witnesses, were furnished and paid, directly or through agents, by said R. M.

Cobban, in pursuance of an agreement with said Leonard Barratt, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Leonard Barratt did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Leonard Barratt executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said Leonard Barratt until February 2d, 1900.

And your orator further states that one Edgar Lehman, of Clearwater, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 92 of said office, and did subsequently on the 14th day of September, 1899, make and file final proofs, and on or about the 14th day of September, 1899,

a receiver's receipt was issued in his name for the said heretofore described lands, namely: Lot one, the southeast quarter of the northeast quarter, and east half of the southeast quarter of section six, township fifteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Edgar Lehman, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Edgar Lehman and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Edgar Lehman, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Edgar Lehman did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Edgar Lehman executed and delivered a

deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for the same to the said Edgar Lehman was not executed until February 2d, 1900.

And your orator further states that one Lelia T. Bryan, of Clearwater, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 94 of said office, and did subsequently on the 14th day of September, 1899, make and file final proofs, and on or about the 14th day of September, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: The northwest quarter of section twenty-four, township fifteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Lelia T. Bryan, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Lelia T. Bryan and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Lelia T. Bryan, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued.

And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Lelia T. Bryan did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Lelia T. Bryan executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for the said lands was not executed to the said Lelia T. Bryan until long after such conveyance by Cobban to defendants.

And your orator further states that one May Hawthorne, of Lincoln, Illinois, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 98 of said office, and did subsequently on the 16th day of September, 1899, make and file final proofs, and on or about the 16th day of September, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: Lots one and two, and the south half of the northeast quarter of section four, township fifteen north, range twelve west; that your orator is informed and therefore charges that

no purchase money paid for said land at said office was furnished by the said May Hawthorne, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said May Hawthorne and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said May Hawthorne that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said May Hawthorne did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said May Hawthorne executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to said May Hawthorne until September 7th, 1900.

And your orator further states that one Harriet Watson, of Clearwater, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 103 of said office, and did subsequently on the 28th day of September, 1899, make and file final proofs, and on or about the 28th day of September, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: North half of the southeast quarter, northeast quarter of the southwest quarter, and the southeast quarter of the northwest quarter of section twelve, township fourteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Harriet Watson, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Harriet Watson and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Harriet Watson, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Harriet Watson did apply to purchase the said described land on specula-

tion, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Harriet Watson executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to said Harriet Watson until April 12th, 1900.

And your orator further states that one Marion B. Watson, of Bonner, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 106 of said office, and did subsequently on the 28th day of September, 1899, make and file final proofs, and on or about the 28th day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The southeast quarter of section two, township fifteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Marion B. Watson, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Marion B. Watson and witnesses,

were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Marion B. Watson, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Marion B. Watson did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Marion B. Watson executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to said Marion B. Watson until September 7th, 1900.

And your orator further states that one Charles H. Moss, of Missoula, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 99 of said office, and did subsequently

on the 29th day of September, 1899, make and file final proofs, and on or about the 29th day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The west half of the northeast quarter and lots two and three of section eight, township fifteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Charles H. Moss, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Charles H. Moss, and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Charles H. Moss, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Charles H. Moss did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that

soon after such receipt was issued the said Charles H. Moss executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said Charles H. Moss until February 2d, 1900.

And your orator further states that one Katie Watson, of Bonner, Montana, in said district, filed with the proper officers of the United States land office at Helena, in said district, a sworn statement, serial number 104 of said office, and did subsequently on the 7th day of October, 1899, make and file final proofs, and on or about the 7th day of October, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: The northeast quarter of section twelve in township fourteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Katie Watson, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Katie Watson and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Katie Watson that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for

said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Katie Watson did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Katie Watson executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said Katie Watson until September 7th, 1900.

And your orator further states that one Cora Dodd, of Bonner, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 108 of said office, and did subsequently on the 10th day of October, 1899, make and file final proofs, and on or about the 10th day of October, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: Lots three and four and the east half of the southwest quarter of section eighteen, township fourteen north, range thirteen west; that your orator is informed and therefore charges that

no purchase money paid for said land at said office was furnished by the said Cora Dodd, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Cora Dodd, and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Cora Dodd, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Cora Dodd did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Cora Dodd executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for the said lands was not executed to the said Cora Dodd until September 7th, 1900.

And your orator further states that one Dick E. Watson, of Clearwater, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 109 of said office, and did subsequently on the 1st day of October, 1899, make and file final proofs, and on or about the 1st day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: West half of the southwest quarter, the northwest quarter of the southwest quarter, and the southwest quarter of the northwest quarter of section two, in township fifteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Dick E. Watson, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Dick E. Watson and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Dick E. Watson, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Dick E. Watson did apply to purchase the said described land on speculation, and

did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Dick E. Watson executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said Dick E. Watson until November 28th, 1900.

And your orator further states that one Charles B. Sperry, of Clearwater, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 101 of said office, and did subsequently on the 12th day of October, 1899, make and file final proofs, and on or about the 12th day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The north half of the southeast quarter, the northeast quarter of the southwest quarter, and the southeast quarter of the northeast quarter of section twenty-four in township fourteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Charles B. Sperry, who entered said lands; but, on

the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Charles B. Sperry and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Charles B. Sperry that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Charles B. Sperry did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Charles B. Sperry executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for said land was not executed to the said Charles B. Sperry until September 7th, 1900.

And your orator further states that one Thomas H. McConnell, of Clearwater, Montana, in said district,

filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 102 of said office, and did subsequently on the 12th day of October, 1899, make and file final proofs, and on or about the 12th day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: North half of northwest quarter, southeast quarter of northwest quarter, and southwest quarter of the northeast quarter of section twenty-four, township fourteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Thomas H. McConnell, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Thomas H. McConnell and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Thomas H. McConnell that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Thomas H. McConnell did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and

benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Thomas H. McConnell executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said Thomas H. McConnell until September 7th, 1900.

And your orator further states that one Hiram Dodd, of Bonner, Montana, in said district, filed with the proper officers of the United States land office at ———, in said district, a sworn statement, serial number 111 of said office, and did subsequently on the 19th day of October, 1899, make and file final proofs, and on or about the 19th day of October, 1900, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The south half of the southeast quarter, the northwest quarter of the southeast quarter and the northeast quarter of the southwest quarter of section six, township fourteen north, range thirteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Hiram Dodd, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of

said Hiram Dodd and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Hiram Dodd that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Hiram Dodd did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Hiram Dodd executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said Hiram Dodd until September 7th, 1900.

And your orator further states that one Harrison Dodd, of Bonner, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 112 of said office, and did subsequently

on the 19th day of October, 1899, make and file final proofs, and on or about the 19th day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The east half of the northeast quarter and the north half of the southeast quarter of section eighteen, township fourteen north, range thirteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Harrison Dodd, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Harrison Dodd and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with Harrison Dodd, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Harrison Dodd did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person

except himself; and that soon after such receipt was issued the said Harrison Dodd executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said Harrison Dodd until September 7th, 1900.

And your orator further states that one Matilda Dodd, of Bonner, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 110 of said office, and did subsequently on the 19th day of October, 1899, make and file final proofs, and on or about the 19th day of October, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: West half of the northeast quarter, and the southeast quarter of the southwest quarter and lot two of section eighteen in township fourteen north, range thirteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Matilda Dodd, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Matilda Dodd and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Matilda Dodd that such lands should be conveyed to him, said Cobban, or

his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Matilda Dodd did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Matilda Dodd executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for the said lands was not executed to the said Matilda Dodd until September 7th, 1900.

And your orator further states that one Lizzie Dodd, of Bonner, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 113 of said office, and did subsequently on the 19th day of October, 1899, make and file final proofs, and on or about the 19th day of October, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: Lots five, six and seven, and

the southeast quarter of the southwest quarter of section six, township fourteen north, range thirteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Lizzie Dodd, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Lizzie Dodd and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Lizzie Dodd that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Lizzie Dodd did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Lizzie Dodd executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of No-

vember, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said Lizzie Dodd until September 7th, 1900.

And your orator further states that one Vital Cyr, of Frenchtown, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 121 of said office, and did subsequently on the 18th day of December, 1899, make and file final proofs, and on or about the 18th day of December, 1899, a receiver's receipt was issued in the same name for the said heretofore described lands, namely: Lots one and two, and the east half of the northwest quarter of section eighteen, township sixteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Vital Cyr, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Vital Cyr, and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Vital Cyr, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Vital Cyr did

apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Vital Cyr executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said Vital Cyr until September 7th, 1900.

And your orator further states that one Levi B. Cyr, of Missoula, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement, serial number 122 of said office, and did subsequently on the 18th day of December, 1899, make and file final proofs, and on or about the 18th day of December, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The north half of the northeast quarter of section eighteen, in township sixteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Levi B. Cyr, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for

the land office fees in connection with said entry, as well as the personal expenses of said Levi B. Cyr, and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Levi B. Cyr, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Levi B. Cyr did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Levi B. Cyr executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 9th day of January, 1900, and is recorded. But the patent of the United States for the same was not executed to said Levi B. Cyr until November 28th, 1900.

And your orator further states that one Mary J. Ehle, of Missoula, Montana, in said district, filed with the proper officers of the United States land office at Helena, Montana, in said district, a sworn statement,

serial number 126 of said office, and did subsequently on the 8th day of March, 1900, make and file final proofs, and on or about the 8th day of March, 1900, a receiver's receipt was issued in her name for the said heretofore described lands, namely: Lots three and four, and the east half of the southwest quarter of section eighteen in township sixteen north, range fourteen west; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Mary J. Ehle, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Mary J. Ehle and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Mary J. Ehle that such lands should be conveyed to him, said Cobban, or his order, as soon as possible, after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Mary J. Ehle did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to

the benefit of another person except herself; and that soon after such receipt was issued the said Mary J. Ehle executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same which bears date the 15th day of June, 1900, and is recorded. But the patent of the United States for said lands was not executed to said Mary J. Ehle until long after said transfer from said Cobban to defendant.

And your orator further states that one Jacob F. Jameson, of Clearwater, Montana, in said district, filed with the proper officers of the United States land office at Missoula, Montana, in said district, a sworn statement, serial number 269 of said office, and did subsequently on the 22d day of September, 1899, make and file final proofs, and on or about the 22d day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The northwest quarter of section ten, township fourteen north, range fifteen west; which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Jacob F. Jameson, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Jacob F. Jameson and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Jacob F. Jameson that

such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Jacob F. Jameson did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Jacob F. Jameson executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 26th day of January, 1900, and is recorded. But the patent of the United States for said lands was not executed to said Jacob F. Jameson until June 28th, 1900.

And your orator further states that one Albert Jameson, of Clearwater, Montana, in said district, filed with the proper officers of the United States land office at Missoula, Montana, in said district, a sworn statement, serial number 268 of said office, and did subsequently on the 22d day of September, 1899, make and file final proofs, and on or about the 22d day of September, 1899, a receiver's receipt was issued in his name for the said

heretofore described lands, namely: Southwest quarter of section ten in township fourteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Albert Jameson, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Albert Jameson and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Albert Jameson that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Albert Jameson did apply to purchase the said described land on speculation and did not in good faith purchase the same to appropriate them to his own use and exclusive benefit, and that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Albert Jameson executed and delivered a deed for said

land to said Cobban, who thereafter executed a deed to said defendant for the same which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to said Albert Jameson until June 28th, 1900.

And your orator further states that one Joshua C. Gilman, of Victor, Montana, in said district, filed with the proper officers of the United States land office at Missoula, aforesaid, in said district, a sworn statement, serial number 274 of said office, and did subsequently on the 29th day of September, 1899, make and file final proofs, and on or about the 19th day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The west half of southwest quarter, northeast quarter of the southwest quarter, and the southwest quarter of the northwest quarter of section four in township fourteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Joshua C. Gilman, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Joshua C. Gilman and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Joshua C. Gilman that such lands should be conveyed to him, said Cobban, or his

order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Joshua C. Gilman did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Joshua C. Gilman executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said Joshua C. Gilman until June 28th, 1900.

And your orator further states that one George P. Jameson, of Victor, Montana, in said district, filed with the proper officers of the United States land office at Missoula, aforesaid in the district, a sworn statement, serial number 273 of said office, and did subsequently on the 29th day of September, 1899, make and file final proofs, and on or about the 29th day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The southeast

quarter of section four, township fourteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said George P. Jameson, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said George P. Jameson and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said George P. Jamison that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said George P. Jamison did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said George P. Jamison executed and delivered a deed for said lands to said Cobban, who thereafter executed

a deed for the same to said defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States was not executed to the said George P. Jameson for said lands until June 28th, 1900.

And your orator further states that one Sarah Yarger, of Victor aforesaid, in said district, filed with the proper officers of the United States land office at Missoula, aforesaid, in said district, a sworn statement, serial number 281 of said office, and did subsequently on the 7th day of October, 1899, make and file final proofs, and on or about the 7th day of October, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: West half of northwest quarter and west half of southwest quarter, section twelve, township fourteen north, range fifteen west, which receipt was afterwards delivered or sent to herself, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Sarah Yarger, who entered said lands; but, on the contrary, that the same as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Sarah Yarger and witnesses, were furnished and paid, directly or through agents, by one R. M. Cobban, in pursuance of an agreement with said Sarah Yarger that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's

final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Sarah Yarger did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Sarah Yarger executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for the said lands did not issue to the said Sarah Yarger until June 28th, 1900.

And your orator further states that one Emma Dildine, of Missoula aforesaid, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 280 of said office, and did subsequently on the 7th day of October, 1899, make and file final proofs, and on or about the 7th day of October, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: East half of southeast quarter, southwest quarter of the southeast quarter, and southeast quarter of southwest quarter of section twelve, township fourteen north, range fifteen west, which re-

ceipt was afterwards delivered or sent to herself, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Emma Dildine, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Emma Dildine and witnesses, were furnished and paid, directly or through agents, by one R. M. Cobban, in pursuance of an agreement with said Emma Dildine that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Emma Dildine did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself, and that soon after such receipt was issued the said Emma Dildine executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 11th day of November, 1899, and is recorded. But

the patent of the United States for said lands was not executed to the said Emma Dildine until June 28th, 1900.

And your orator further states that one George Dildine, of Missoula aforesaid, in said district, filed with the proper officers of the United States land office at Missoula aforesaid in said district, a sworn statement, serial number 292 of said office, and did subsequently on the 23d day of October, 1899, make and file final proofs, and on or about the 23d day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The west half of the northwest quarter, and the north half of the southwest quarter of section eight, township fourteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said George Dildine, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said George Dildine and witnesses, were furnished and paid, directly or through agents, by one R. M. Cobban, in pursuance of an agreement with said George Dildine that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued.

And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said George Dildine did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said George Dildine executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for the same was not executed to the said George Dildine until October 12th, 1900.

And your orator further states that one Matilda Eddy of Victor, aforesaid, in said district, filed with the proper officers of the United States land office at Missoula, aforesaid, in said district, a sworn statement, serial number 297 of said office, and did subsequently on the 27th day of October, 1899, make and file final proofs, and on or about the 27th day of October, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: Southeast quarter of the northeast quarter, north half of the southeast quarter and the southeast quarter of the southeast quarter of section fourteen, township fourteen north,

range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Matilda Eddy, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Matilda Eddy and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Matilda Eddy that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Matilda Eddy did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Matilda Eddy executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 13th

day of November, 1899, and is recorded. But the patent of the United States for said lands did not issue to the said Matilda Eddy until a long time after.

And your orator further states that one Thomas Roll, of Victor aforesaid, in said district, filed wth the proper officers of the United States land office at Missoula aforesaid in said district, a sworn statement, serial number 299 of said office, and did subsequently on the 27th day of October, 1899, make and file final proofs, and on or about the 27th day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The northeast quarter of section ten in township fourteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Thomas Roll, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Thomas Roll and witnesses, were furnished and paid, directly or through agents, by one R. M. Cobban, in pursuance of an agreement with said Thomas Roll, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the

officers at said land office respecting such entry were false and fraudulent, in that said Thomas Roll did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Thomas Roll executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 16th day of September, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said Thomas Roll until June 28th, 1900.

And your orator further states that one Abraham J. Jamison, of Victor aforesaid, in said district, filed with the proper officers of the United States land office at Missoula aforesaid in said district, a sworn statement, serial number 304 of said office, and did subsequently on the 6th day of November, 1899, make and file final proofs, and on or about the 6th day of November, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: East half of northwest quarter, and east half of southwest quarter of section ten, township fourteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and there-

fore charges that no purchase money paid for said land at said office was furnished by the said Abraham J. Jamison, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Abraham J. Jamison, and witnesses were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Abraham J. Jamison that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Abraham J. Jamison did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Abraham J. Jamison executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States

for the said lands was not executed to the said Abraham J. Jamison until June 28th, 1900.

And your orator further states that one James W. Wheaton, of Victor aforesaid, in said district, filed with the proper officers of the United States land office at Missoula aforesaid in said district, a sworn statement, serial number 294 of said office, and did subsequently on the 27th day of October, 1899, make and file final proofs and on or about the 27th day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: Southeast quarter of section four, township fourteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said James W. Wheaton, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said James W. Wheaton and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said James W. Wheaton that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were

false and fraudulent, in that said James W. Wheaton did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said James W. Wheaton executed and delivered a deed of said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said James W. Wheaton until June 28th, 1900.

And your orator further states that one Mary Eddy, of Victor aforesaid, in said district, filed with the proper officers of the United States land office at Missoula aforesaid in said district, a sworn statement, serial number 299 of said office, and did subsequently on the 27th day of October, 1899, make and file final proofs, and on or about the 27th day of October, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: West half of northwest quarter and west half of southwest quarter of section ten, township fourteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore

charges that no purchase money paid for said land at said office was furnished by the said Mary Eddy, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Mary Eddy and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Mary Eddy that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Mary Eddy did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Mary Eddy executed and delivered a deed of said lands to said Cobban who thereafter executed a deed for the same to said defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for the said lands was not executed to the said Mary Eddy until June 28, 1900.

And your orator further states that one Herbert Eddy, of Victor aforesaid, in said district, filed with the proper officers of the United States land office at Missoula aforesaid in said district, a sworn statement, serial number 296 of said office, and did subsequently on the 27th day of October, 1899, make and file final proofs, and on or about the 27th day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: East half of northeast quarter, and east half of southeast quarter of section twenty-eight, in township fifteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Herbert Eddy, who entered said lands; but, on the contrary, that the same as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Herbert Eddy and witnesses, were furnished and paid, directly or through agents, by one R. M. Cobban, in pursuance of an agreement with said Herbert Eddy that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Herbert Eddy did ap-

ply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Herbert Eddy executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for said lands was not executed to the said Herbert Eddy until June 28th, 1900.

And your orator further states that one Daisy Chattin, of Missoula aforesaid, in said district, filed with the proper officers of the United States land office at Missoula aforesaid in said district, a sworn statement, serial number 288 of said office, and did subsequently on the 20th day of October, 1899, make and file final proofs, and on or about the 20th day of October, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: The southeast quarter of section ten, township fifteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Daisy Chattin, who entered said lands; but, on the contrary, that the

same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Daisy Chattin and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Daisy Chattin that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Daisy Chattin did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Daisy Chattin executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for said lands did not issue to the said Daisy Chattin until the 28th day of June, 1900.

And your orator further states that one John L. Deering, of Missoula aforesaid, in said district, filed with the proper officers of the United States land office at Mis-

soula aforesaid in said district, a sworn statement, serial number 287 of said office, and did subsequently on the 20th day of October, 1899, make and file final proofs, and on or about the 20th day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: Southwest quarter of section ten, township fifteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said John L. Deering, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said John L. Deering and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said John L. Deering that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said John L. Deering did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the

title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said John L. Deering executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for the said lands did not issue to the said John L. Deering until the 28th day of June, 1900.

And your orator further states that one John Saleen of Missoula aforesaid, in said district, filed with the proper officers of the United States land office at Missoula aforesaid in said district, a sworn statement, serial number 289 of said office, and did subsequently, on the 24th day of October, 1899, make and file final proofs, and on or about the 24th day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: West half of northwest quarter, northeast quarter of northwest quarter of section ten, township fifteen north, range fifteen west; which receipt was afterwards delivered or sent to himself by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said John Saleen, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said John Saleen and witnesses, were furnished and paid, directly

or through agents, by said R. M. Cobban, in pursuance of an agreement with said John Saleen that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said John Saleen did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said John Saleen executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States did not issue to the said John Saleen until June 28th, 1900.

And your orator further states that one Charles C. Snyder of Missoula aforesaid, in said district, filed with the proper officers of the United States land office at Missoula aforesaid in said district, a sworn statement, serial number 286 of said office, and did subsequently on the 20th day of October, 1899, make and file final proofs, and on or about the 20th day of October, 1899, a

receiver's receipt was issued in his name for the said heretofore described lands, namely: Lots one, two and three of section two, township fifteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Charles C. Snyder, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Charles C. Snyder and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Charles C. Snyder, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Charles C. Snyder did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was is-

sued the said Charles C. Snyder executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to said defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States did not issue for said lands to said Charles C. Snyder until October 12th, 1900.

And your orator further states that one Mathew P. Dunham of Clearwater aforesaid, in said district, filed with the proper officers of the United States land office at Missoula aforesaid in said district, a sworn statement, serial number 293 of said office, and did subsequently on the 27th day of October, 1899, make and file final proofs, and on or about the 27th day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: Lots one, two and three of section four, township fifteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Mathew P. Dunham, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Mathew P. Dunham and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Mathew P. Dunham, that such lands should be conveyed to him, said Cobban, or his

order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Mathew P. Dunham did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Mathew P. Dunham executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed to said defendant for the same which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for said lands did not issue to the said Mathew P. Dunham until June 28th, 1900.

And your orator further states that one Frank P. Arey of Missoula aforesaid, in said district, filed with the proper officers of the United States land office at Missoula aforesaid in said district, a sworn statement, serial number 300 of said office, and did subsequently on the 27th day of October, 1899, make and file final proofs, and on or about the 27th day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: Lot four and the

north half of southwest quarter of section four in township fifteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Frank P. Arey, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Frank P. Arey, and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Frank P. Arey that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Frank P. Arey did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Frank P. Arey executed and delivered a deed of said lands to said Cobban, who thereafter exe-

cuted a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for said lands did not issue to the said Frank P. Arey until June 28, 1900.

And your orator further state that one Dan McGillis, of Clearwater aforesaid, in said district, filed with the proper officers of the United States land office at Missoula aforesaid in said district, a sworn statement, serial number 306 of said office, and did subsequently on the 7th day of November, 1899, make and file final proofs, and on or about the 7th day of November, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: Lots two and three and the east half of the southwest quarter of section six, township fifteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Dan McGillis, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Dan McGillis, and witnesses, were furnished and paid, directly or through agents, by one R. M. Cobban, in pursuance of an agreement with said Dan McGillis that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land

issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Dan McGillis did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Dan McGillis executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for the same did not issue to the said Dan McGillis until June 28th, 1900.

And your orator further states that one Elvira M. Hardy, of Groveland, Massachusetts, filed with the proper officers of the United States land office at Missoula in said district, a sworn statement, serial number 313 of said office, and did subsequently on the 10th day of November, 1899, make and file final proofs, and on or about the 10th day of November, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: Lots one, two, seven and eight of section thirty-two, township fifteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the

officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Elvira M. Hardy, who entered said lands; but on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Elvira M. Hardy and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Elvira M. Hardy that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Elvira M. Hardy did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Elvira M. Hardy executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for said lands did

not issue to the said Elvira M. Hardy until June 28th, 1900.

And your orator further states that one John H. Hardy, of Groveland, Massachusetts, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 314 of said office, and did subsequently on the 10th day of November, 1899, make and file final proofs, and on or about the 10th day of November, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: Lots three, four, five and six of section thirty-two, township fifteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said John H. Hardy, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said John H. Hardy and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said John H. Hardy that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at

said land office respecting such entry were false and fraudulent, in that said John H. Hardy did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said John H. Hardy executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States did not issue to the said John H. Hardy until June 28th, 1900.

And your orator further states that one Effie M. Killburn, of Potomac, Montana, in said district, filed with the proper officers of the United States land office at Missoula in said district, a sworn statement, serial number 347, of said office, and did subsequently on the 15th day of December, 1899, make and file final proofs, and on or about the 15th day of December, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: The southwest quarter of section two, township thirteen north, range fifteen west, which receipt was afterwards delivered or sent to herself, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by

the said Effie M. Killburn, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Effie M. Killburn and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Effie M. Killburn that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Effie M. Killburn did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Effie M. Killburn executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 2d day of January, 1900, and is recorded. But the patent of the United States for said lands did not issue to said Effie M. Killburn until long afterwards.

And your orator further states that one Arnold Mickels, of Woodworth, Montana, in said district, filed with the proper officers of the United State land office at Missoula, in said district, a sworn statement, serial number 258 of said office, and did subsequently on the 9th day of September, 1899, make and file final proofs, and on or about the 9th day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The northwest quarter of section eight, township fourteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Arnold Mickels, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Arnold Mickels and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Arnold Mickels that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Arnold Mickels did apply to purchase the said described land on speculation, and did not in good faith

purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Arnold Mickels executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed of the same to defendant which bears date the 16th day of September, 1899, and is recorded. But the patent of the United States for said lands did not issue to said Arnold Mickels until June 28th, 1900.

And your orator further states that one Clara Belle Mickels of Woodworth, Montana, in said district, filed with the proper officers of the United States land office at Missoula in said district, a sworn statement, serial number 266 of said office, and did subsequently on the 9th day of September, 1899, make and file final proofs, and on or about the 9th day of September, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: West half of the southeast quarter of section thirty-two, township fourteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Clara Belle Mickels, who entered said lands; but, on the contrary, that the same, as well

as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Clara Belle Mickels and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Clara Belle Mickels that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Clara Belle Mickels did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Clara Belle Mickels executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for said lands did not issue to the said Clara Belle Mickels until long after.

And your orator further states that one William J. Eddy, of Victor, Montana, in said district, filed with the proper officers of the United States land office at Mis-

soula, in said district, a sworn statement, serial number 272 of said office, and did subsequently on the 29th day of September, 1899, make and file final proofs, and on or about the 29th day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: South half of the southeast quarter and south half of the southwest quarter of section eight, township fourteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said William J. Eddy, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said William J. Eddy and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said William J. Eddy, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office, respecting such entry were false and fraudulent, in that said William J. Eddy did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a con-

tract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said William J. Eddy executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for said lands to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States therefor, did not issue to said William J. Eddy until June 28, 1900.

And your orator further states that one Lavinia J. Gilman, of Victor aforesaid, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 275 of said office, and did subsequently on the 29th day of September, 1899, make and file final proofs, and on or about the 29th day of September, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: The east half of the northeast quarter, the southwest quarter of the northeast quarter and the northwest quarter of the southeast quarter of section eight, township fourteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Lavinia J. Gilman, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for

the land office fees in connection with said entry, as well as the personal expenses of said Lavinia J. Gilman and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Lavinia J. Gilman that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Lavinia J. Gilman did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Lavinia J. Gilman executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States therefor did not issue to the said Lavinia J. Gilman until June 28th, 1900.

And your orator further states that one Percy M. Jamison, of Victor, in said district, filed with the proper officers of the United States land office at Missoula, in

said district, a sworn statement, serial number 276 of said office, and did subsequently on the 29th day of September, 1899, make and file final proofs, and on the 29th day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The south half of the southwest quarter, and the south half of the southeast quarter of section six, township fourteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Percy M. Jamison, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Percy M. Jamison and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Percy M. Jamison that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Percy M. Jamison did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that

he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Percy M. Jamison executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States therefor did not issue to the said Percy M. Jamison until June 28th, 1900.

And your orator further states that one James Mise, of Rosemont, Montana, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 301 of said office, and did subsequently on the 6th day of November, 1899, make and file final proofs, and on the 6th day of November, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: East half of northwest quarter and the east half of the southwest quarter of section thirty-four, township fifteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said James Mise, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal ex-

penses of said James Mise and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said James Mise that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said James Mise did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said James Mise executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States therefor did not issue to the said James Mise untl June 28th, 1900.

And your orator further states that one Laura Roll, of Victor, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 278 of said office, and did subsequently, on the 7th day of October,

1899, make and file final proofs, and on the 7th day of October, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: West half of the southeast quarter and south half of the southwest quarter of section twenty-six, township fifteen north, range sixteen west, which receipt was afterwards delivered or sent to herself, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Laura Roll, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Laura Roll and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Laura Roll that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Laura Roll did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the

benefit of another person except herself; and that soon after such receipt was issued the said Laura Roll executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States did not issue therefor to the said Laura Roll until June 28th, 1900.

And your orator further states that one Charles H. Jemison, of Clearwater, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 302 of said office, and did subsequently on the 6th day of November, 1899, make and file final proofs, and on or about the 6th day of November, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: South half of the southwest quarter, northeast quarter of the southwest quarter, and southeast quarter of the northwest quarter of section twenty-eight, township fifteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Charles H. Jemison, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Charles H. Jemison and witnesses, were furnished and paid, directly or through agents,

by said R. M. Cobban, in pursuance of an agreement with said Charles H. Jemison that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Charles H. Jemison did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Charles H. Jemison executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States did not issue therefor to the said Charles H. Jemison until June 28th, 1900.

And your orator further states that one Calvin Yarger, of Victor, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 295 of said office, and did subsequently on the 27th day of October, 1899, make and file final proofs, and on or about

the 27th day of October, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: West half of the northeast quarter, and west half of the southeast quarter of section twenty-eight, township fifteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Calvin Yarger, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Calvin Yarger and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Calvin Yarger that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Calvin Yarger did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to

the benefit of another person except himself; and that soon after such receipt was issued the said Calvin Yarger executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States did not issue therefor, to said Calvin Yarger until June 28, 1900.

And your orator further states that one Zora Jemison, of Victor, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 303 of said office, and did subsequently on the 6th day of November, 1899, make and file final proofs, and on or about the 6th day of November, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: West half of northeast quarter and west half of southeast quarter of section thirty-four, township fifteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Zora Jemison, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Zora Jemison and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with Zora

Jemison that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Zora Jemison did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Zora Jemison executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States therefor did not issue to the said Zora Jemison until June 28th, 1900.

And your orator further states that one Jennie Mise, of Rosemont, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 305 of said office, and did subsequently on the 6th day of November, 1899, make and file final proofs, and on or about the 6th day of November, 1899, a receiver's receipt was issued in her name for the said heretofore described

lands, namely: East half of the northeast quarter and east half of the southeast quarter of section thirty-four, township fifteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Jennie Mise, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Jennie Mise and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Jennie Mise that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Jennie Mise did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Jennie Mise exe-

cuted and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States therefor did not issue until June 28th, 1900.

And your orator further states that one John G. Hundryx, of Victor, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 318 of said office, and did subsequently on the 10th day of November, 1899, make and file final proofs, and on or about the 10th day of November, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: West half of northwest quarter and west half of southwest quarter of section thirty-two, township fourteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said John G. Hundryx, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said John G. Hundryx, and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said John G. Hundryx that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase

money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said John G. Hundryx did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said John G. Hundryx executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 11th day of November, 1899, and is recorded. But the patent of the United States for said lands did not issue to said John G. Hundryx until June 28th, 1900.

And your orator further states that one Martha E. Wright, of Stevensville, Montana, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 316 of said office, and did subsequently on the 10th day of November, 1899, make and file final proofs, and on the 10th day of November, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: South half of southwest quarter, and northeast quarter of the southwest quarter and lot four of section twelve, township fifteen north, range

fifteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Martha E. Wright, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Martha E. Wright, and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Martha E. Wright that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Martha E. Wright did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Martha E. Wright executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the

13th day of November, 1899, and is recorded. But the patent of the United States therefor did not issue to said Martha E. Wright until long after.

And your orator further states that one Lizzie T. Catlin, of Missoula, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 317 of said office, and did subsequently on the 10th day of November, 1899, make and file final proofs, and on or about the 10th day of November, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: The northwest quarter of section twelve, township fifteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Lizzie T. Catlin, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Lizzie T. Catlin and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Lizzie T. Catlin, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting

such entry were false and fraudulent, in that said Lizzie T. Catlin did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Lizzie T. Catlin executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for same to defendant which bears date the 13th day of November, 1899, and is recorded. But the patent of the United States therefor did not issue to the said Lizzie T. Catlin till long after.

And your orator further states that one Oscar Muckinheim, of Clearwater, Montana, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 250 of said office, and did subsequently on the 19th day of August, 1899, make and file final proofs, and on or about the 19th day of August, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: South half of the southwest quarter, northeast quarter of the southeast quarter, and southwest quarter of the southeast quarter of section two, township fifteen north, range fifteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges

that no purchase money paid for said land at said office was furnished by the said Oscar Muckenheim, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Oscar Muckenheim and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Oscar Muckenheim that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Oscar Muckenheim did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Oscar Muckenheim executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 16th day of September, 1899, and is recorded. But the patent of the United States therefor did not issue to the said Oscar Muckenheim till Dec. 30th, 1899.

And your orator further states that one Stephen Tepper, of Clearwater, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 257 of said office, and did subsequently on the 2d day of September, 1899, make and file final proofs, and on or about the 2d day of September, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: North half of the northwest quarter of section twenty, township sixteen north, range fifteen west, which receipt was afterwards delivered or sent to said R. M. Cobban by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Stephen Tepper, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Stephen Tepper and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Stephen Tepper that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Stephen Tepper did apply to purchase the said described land on speculation, and did not in good faith purchase

the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Stephen Tepper executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 16th day of September, 1899, and is recorded. But the patent of the United States therefor did not issue to the said Stephen Tepper until June 28th, 1900.

And your orator further states that one John B. Reeve, of Missoula, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 321 of said office, and did subsequently on the 25th day of November, 1899, make and file final proofs, and on or about the 25th day of November, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The south half of the northeast quarter and the west half of the southeast quarter of section four, township fourteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said John B. Reeve, who entered said lands; but, on the contrary, that the same,

as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said John B. Reeve and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said John B. Reeve that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said John B. Reeve did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said John B. Reeve executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 9th day of January, 1900, and is recorded. But the patent of the United States therefor did not issue to the said John B. Reeve until Oct. 12th, 1900.

And your orator further states that one Robert Starkie, of Missoula, in said district, filed with the proper officers of the United States land office at Missoula, in

said district, a sworn statement, serial number 322 of said office, and did subsequently on the 25th day of November, 1899, make and file final proofs, and on or about the 25th day of November, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: West half of southwest quarter, northeast quarter of the southwest quarter and southwest quarter of the northwest quarter of section twenty-two, township fifteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Robert Starkie, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Robert Starkie and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Robert Starkie, that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Robert Starkie did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own

exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Robert Starkie executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 9th day of January, 1900, and is recorded. But the patent of the United States therefor did not issue to the said Starkie until October 12, 1900.

And your orator further states that one Albert Ehle, of Potomac, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 328 of said office, and did subsequently on the 25th day of November, 1899, make and file final proofs, and on or about the 25th day of November, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The northwest quarter of section thirty-two, township sixteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Albert Ehle, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Albert Ehle and witnesses, were furnished and paid,

directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Albert Ehle that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Albert Ehle did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said Albert Ehle executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 9th day of January, 1900, and is recorded. But the patent of the United States therefor did not issue to the said *Alfred* Ehle until Oct. 12th, 1900.

And your orator further states that one Eliza A. Reeve, of Missoula, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 332 of said office, and did subsequently on the 25th day of November, 1899, make and file final proofs, and on or about the 25th day of November, 1899, a receiver's receipt was

issued in her name for the said heretofore described lands, namely: The southwest quarter of section thirty-two, township fifteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Eliza A. Reeve, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Eliza A. Reeve and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Eliza A. Reeve that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Eliza A. Reeve did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Eliza A.

Reeve executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 9th day of January, 1900, and is recorded. But the patent of the United States therefor was not issued to said Eliza A. Reeve until October 12th, 1900.

And your orator further states that one Mary A. Starkie, of Missoula, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 333 of said office, and did subsequently on the 25th day of November, 1899, make and file final proofs, and on or about the 25th day of November, 1899, a receiver's receipt was issued in her name for the said heretofore described lands, namely: South half of the northeast quarter and north half of the southeast quarter of section thirty-two, township fifteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said Mary A. Starkie, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said Mary A. Starkie and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said Mary A. Starkie that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were

made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said Mary A. Starkie did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to her own exclusive use and benefit; and in that she had made a contract or agreement with another person by which the title she might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except herself; and that soon after such receipt was issued the said Mary A. Starkie executed and delivered a deed for said lands to said Cobban, who thereafter executed a deed for the same to defendant which bears date the 9th day of January, 1900, and is recorded. But the patent of the United States therefor did not issue to the said Mary A. Starkie until October 12, 1900.

And your orator further states that one John Murtaugh, of Bonner, in said district, filed with the proper officers of the United States land office at Missoula, in said district, a sworn statement, serial number 339 of said office, and did subsequently on the 4th day of December, 1899, make and file final proofs, and on or about the 4th day of December, 1899, a receiver's receipt was issued in his name for the said heretofore described lands, namely: The north half of the northwest quarter and the southeast quarter of the northwest quarter, and northeast quarter of the southwest quarter, section

twenty-six, township fifteen north, range sixteen west, which receipt was afterwards delivered or sent to John B. Catlin, of Missoula, Montana, by the officials of said land office; that your orator is informed and therefore charges that no purchase money paid for said land at said office was furnished by the said John Murtaugh, who entered said lands; but, on the contrary, that the same, as well as all moneys paid for the land office fees in connection with said entry, as well as the personal expenses of said John Murtaugh and witnesses, were furnished and paid, directly or through agents, by said R. M. Cobban, in pursuance of an agreement with said John Murtaugh that such lands should be conveyed to him, said Cobban, or his order, as soon as possible after such final proofs were made, the fees upon such entries, and the purchase money paid, and the receiver's final receipt for said land issued. And your orator states that said proofs so made before the officers at said land office respecting such entry were false and fraudulent, in that said John Murtaugh did apply to purchase the said described land on speculation, and did not in good faith purchase the same to appropriate them to his own exclusive use and benefit; and in that he had made a contract or agreement with another person by which the title he might acquire to said land from the Government of the United States, should inure wholly to the benefit of another person except himself; and that soon after such receipt was issued the said John Murtaugh executed and delivered a deed for said lands to said Cobban, who

thereafter executed a deed for the same to defendant which bears date the 9th day of January, 1900, and is recorded. But the patent of the United States therefor did not issue to the said John Murtaugh until June 28th, 1900.